



**Interlocal Agreement  
CITY OF AUSTIN  
RECOMMENDATION FOR COUNCIL ACTION**

**AGENDA ITEM NO.:** 10  
**AGENDA DATE:** Thu 09/29/2005  
**PAGE:** 1 of 1

**SUBJECT:** Authorize negotiation and execution of Renewal of and Amendment One to the Interlocal Cooperation Agreement with Travis County for STAR Flight air ambulance services to renew the agreement through Fiscal Year 2005-2006 and amend the amount of the monthly fee payable to City and certain exhibits.

**AMOUNT & SOURCE OF FUNDING:** Funding from Travis County in the amount of \$1,351,119 was included in the Approved Fiscal Year 2005-2006 Budget of the EMS Travis County Reimbursed Fund.

**FISCAL NOTE:** There is no unanticipated fiscal impact. A fiscal note is not required.

**REQUESTING** Emergency Medical  
**DEPARTMENT:** Services

**DIRECTOR'S  
AUTHORIZATION:** Richard Herrington

**FOR MORE INFORMATION CONTACT:** Heather Cooke, Principal Planner, 972-7086

**PRIOR COUNCIL ACTION:** The Fiscal Year 2004-2005 Interlocal Agreement with Travis County for STAR Flight Services was approved on December 2, 2004.

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:** N/A

**MBE / WBE:** N/A

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The EMS Department has been involved in the provision of STAR Flight services with Travis County since the inception of this joint program. The current Interlocal Agreement with Travis County for STAR Flight services was approved by Council on December 2, 2004. The initial term of the current agreement expires on September 30, 2005 but it is renewable for up to four terms of one year each. Travis County reimburses the City for these services through a flat monthly rate that corresponds to the annual operating budget for STAR Flight, as budgeted in the EMS Travis County Reimbursed Fund. The proposed amendments will adjust this monthly fee for FY 2005-2006 to correspond with the adopted operating budget for FY 2005-2006.

This Renewal of and Amendment to the Fiscal Year 2004-2005 Interlocal Agreement will allow the City to continue to provide STAR Flight services to Travis County under the same terms and conditions that were approved by Council in December 2004, except that the monthly fee to be paid to the City will increase from \$94,442 to \$112,593.25 and certain exhibits will be amended to reflect changes in performance reports, personnel and staffing, organizational chart, and asset inventory.

**RENEWAL AND Amendment One to**  
**Agreement**  
**between**  
**The City of Austin and Travis County for**  
**USE AND MANAGEMENT OF *STAR FLIGHT***

This Renewal and Amendment One to the Agreement Between the City of Austin and Travis County for Use and Management of *STAR Flight* is entered into by the following parties: the City of Austin, a Texas municipal corporation, ("City") and Travis County, ("County"), ("Renewal and Amendment One").

**RECITALS**

City and County developed an Emergency Medical Services System that provides services throughout the entire geographic area of the City of Austin and Travis County.

City and County entered into an Agreement Between the City of Austin and Travis County for Use and Management of STAR Flight, and that was signed by the last party to sign it on December 13, 2004 ("FY 2005 Agreement").

City and County wish to renew the FY 2005 Agreement for a one year term beginning October 1, 2005, and to amend it to replace certain Exhibits (as amended, "FY 2006 Agreement").

City and County are authorized to enter into this Renewal and Amendment to the Agreement in all respects by Tex. Gov't. Code Ann., ch. 791.

**AGREEMENT TO RENEW AND AMEND FY 2005 AGREEMENT**

The parties agree to amend the FY 2005 Agreement as follows:

**1. Acknowledgements:** City and County acknowledge that each party has continued to provide services, as described in the FY 2005 Agreement, to the other party under Section 12.13.3 Holdover-since September 30, 2005. The parties acknowledge that, as used in this document, the term "Amendment One" means the FY 2005 Agreement, as amended by this Amendment One.

**2. RENEWAL OF FY 2005 AGREEMENT:** City and County are approving the renewal of the FY 2005 Agreement for the first additional term of one year commencing October 1, 2005 and ending September 30, 2006, subject to the amendments described in Section 3 below and to their right of termination in the FY 2005 Agreement.

**3. AMENDMENT OF FY 2005 AGREEMENT:** The parties agree that the Exhibits listed below are deleted and replaced in their entirety with new Exhibits, which are attached to and made a part of the FY 2006 Agreement for all purposes. The Exhibits attached to the FY 2005 Agreement are

and remain effective for all purposes including performance of services and accounting for expenses related to the period from October 1, 2004 to September 30, 2005 inclusive, including those that relate to implementation of the provisions requiring true-up of expenses and fees for that period which occurs after October 1, 2005. The Exhibits which are listed below and attached to this Renewal and Amendment One are effective for the period commencing October 1, 2005, and replace the versions of these Exhibits attached to the FY 2005 Agreement for the performance of services and accounting for expenses related to the period from October 1, 2005 to September 30, 2006 inclusive, including those that relate to implementation of the provisions requiring true-up of expenses and fees for that period which occurs after October 1, 2006.

- Exhibit A-1    FY 2006 *STAR Flight* Personnel and Staffing List
- Exhibit A-2    FY 2006 *STAR Flight* Organization Chart
- Exhibit B       FY 2006 *STAR Flight* Inventory of County-Owned Assets in Joint Possession
- Exhibit C       FY 2006 *STAR Flight* Fee
- Exhibit D       FY 2006 *STAR Flight* Performance Reports
- Exhibit G       FY 2006 *STAR Flight* Division of Management

**4. INCORPORATION OF FY 2005 AGREEMENT:** City and County hereby incorporate the FY 2005 Agreement into this Renewal and Amendment One. Except for the changes made in this Renewal and Amendment One, City and County hereby ratify all of the terms and conditions of the FY 2005 Agreement and agree that they shall continue in effect throughout the term of the FY 2006 Agreement.

**5. EFFECTIVE DATE:** When it is approved by both the Travis County Commissioners Court and the City of Austin City Council, this amendment is effective October 1, 2005.

**CITY OF AUSTIN**  
A Home Rule Municipality

By: \_\_\_\_\_  
Toby Hammett Futrell, City Manager                      Date: \_\_\_\_\_

**TRAVIS COUNTY**

By: \_\_\_\_\_  
Samuel T. Biscoe, County Judge                              Date: \_\_\_\_\_

## EXHIBIT A-1

### FY 2006 *STAR Flight* Personnel and Staffing List

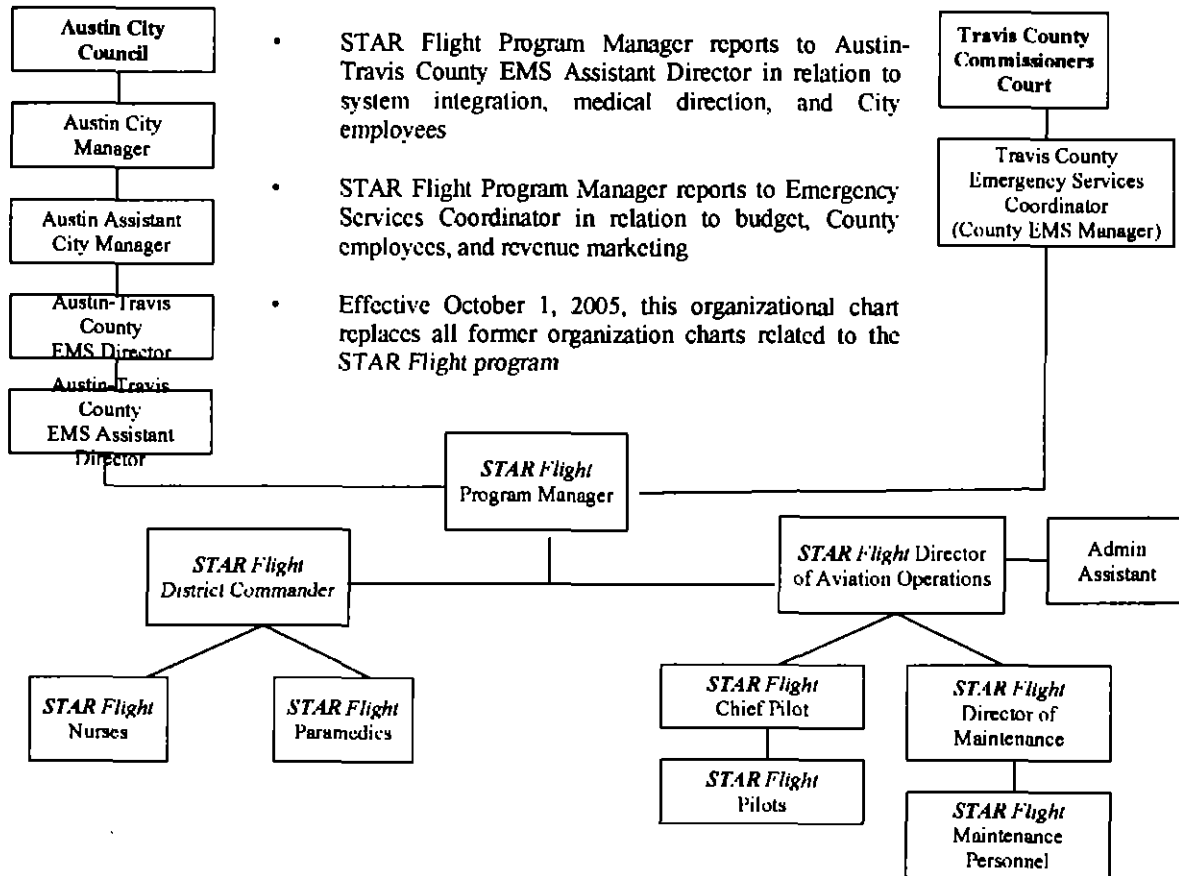
Each party to this agreement shall provide staffing as set forth in the budgets adopted annually by the City and County for the duration of the Agreement term. For Fiscal Year 2006 the parties will provide the following staffing as outlined below:

<i>STAR Flight</i> Program Manager	1
<i>STAR Flight</i> District Commander	1
Flight Paramedic	5
Flight Nurse (one Flight Nurse also serves as a <i>STAR Flight</i> Clinical Coordinator)	5
<b>Total City of Austin FTE's</b>	<b>12</b>
Director of Aviation Operations (also a Pilot)	1
<i>STAR Flight</i> Chief Pilot	1
<i>STAR Flight</i> Pilot	4
<i>STAR Flight</i> Director of Maintenance	1
<i>STAR Flight</i> Mechanic	2
<i>STAR Flight</i> Administrative Assistant	1
<b>Total Travis County FTE's</b>	<b>10</b>
<b>GRAND TOTAL FTE's</b>	<b>22</b>

Job Descriptions for City of Austin employees available from Austin-Travis County EMS Department upon request. Job Descriptions for Travis County employees available from Travis County Human Resources Management Department upon request.

## Exhibit A-2

### FY 2006 *STAR Flight* Organization Chart



**Exhibit B**  
**FY 2006 *STAR Flight***  
**Inventory of County-Owned Assets in Joint Possession**

Lifepak 12 cardiac monitor defibrillators	4	To be traded in for leased monitors in FY 2006
Lifepak 10 cardiac monitor defibrillators	2	To be traded in for leased monitors in FY 2006
Battery support system for cardiac defibrillators	2	To be traded in for leased batteries in FY 2006
SpO2, NELLCOR sensors, dynamic signal strength bar graph	4	Used with LP 12 cardiac monitor defibrillators
ETCO2, internally automatically compensated ambient pressure, display waveform	4	Used with LP 12 cardiac monitor defibrillators
NIBP, selectable initial cuff pressure, selectable automatic measurement time interval	4	Used with LP 12 cardiac monitor defibrillators
Propaq Encore 202 EI. monitors	4	
Mainstream ETCO2 sensor cables (for use with Propaq monitors)	4	
ParaPac Transport Ventilators	4	To be replaced in FY 2006
Medsystem III IV pumps	5	
Flight helmets	27	
Pulmonary Resuscitator Monitor	1	
Zodiac inflatable rescue boat and motor	1	
Boat trailer	1	
InFocus Portable Projector	1	
Personal Computers	3	
Hewlett-Packard 8550 Laser Jet Color Printer	1	

97E009TC	1997	Ford	Ambulance	<i>STAR Flight</i>
01A014TC	2001	Ford	Utility Service Truck	<i>STAR Flight</i> Mechanics
02E020TC	2002	Ford	F-250 4WD Pickup	<i>STAR Flight</i> Program Manager
N891T (FAA #)	1998	Eurocopter	Helicopter*	<i>STAR Flight</i>
N892T (FAA #)	1998	Eurocopter	Helicopter*	<i>STAR Flight</i>

\*per FAA regulations, all aircraft maintenance records must be transferred with the aircraft if a change in ownership occurs

## **EXHIBIT C**

### **FY 2006 *STAR FLIGHT* FEE**

#### **C.1 Fee for FY 2006 Term**

The *STAR Flight* fee for the FY 2006 term, which is equal to the City's *STAR Flight* Budget for that term, is a total amount of one million three hundred fifty-one thousand one hundred and nineteen dollars (\$1,351,119). During the FY 2006 term, County shall pay City a monthly fee of one hundred twelve thousand five hundred and ninety-three dollars and twenty-five cents (\$112,593.25). Billing and payments shall be made in accordance with the terms set forth in Section 8 of the Agreement. The FY 2006 term is October 1, 2005 through September 30, 2006.

#### **C.2 Annual Amendments**

The parties agree that this Exhibit C will be amended annually for each renewal term, to reflect the City's *STAR Flight* Budget, and the corresponding annual and monthly fees, approved by City Council and the Commissioners Court during the budget process for the applicable renewal term.

#### **C.3 *STAR Flight* Revenue**

All revenue collected by the City for *STAR Flight* shall be paid to Travis County in compliance with Section 3.9 of this Agreement.

#### **C.4. Budget Planning for FY 2007**

By no later than December 1, 2005 each party shall provide the other party with the most currently available estimates of all projected major costs related to the Agreement for FY 2007. These preliminary estimates shall include as many known major costs as possible, including estimates of compensation increases and assets that are scheduled for replacement. All new FTE's that are anticipated to be requested for FY 2007 should also be included in these estimates as early as possible. Each party shall continue to provide the other party with regular budget projection updates for FY 2007, as well as cost projections for FY 2008 and FY 2009 to facilitate the budget planning process. Subsequent budget updates for FY 2007 should also be included in the quarterly expenditure reports that the City provides to the County.

**EXHIBIT D**  
**FY 2006 STAR Flight Performance Reports**

Monthly Performance Data to be provided on a quarterly basis, included in the Quarterly Reports referenced below

Monthly Financial Reports to be provided by the last business day of the following month

Quarterly Reports to be provided by the last business day of the month following the end of the quarters ending on the last days of December, March, June and September.

Annual Performance and Financial Reports to be provided on a fiscal year basis by December 1 of each year, except for the annual inventory of County-owned assets in use by City, which shall be submitted by May 15 of each year

<b>FY 2006 Measure Name</b>	<b>Frequency of Aggregated Data</b>	<b>Frequency of Travis County Data</b>	<b>Frequency of Data by Specific County</b>	<b>FY 2006 Projections</b>
Percent of STAR Flight Dispatches in Compliance with Interlocal Exhibit E	Quarterly and Annually	Annually	Annually	100%
Total STAR Flight Patient Transports from Scene	Monthly, Quarterly and Annually	Monthly, Quarterly and Annually	Annually	Service Area: 610 total transports (scene and interfacility)
Total STAR Flight Patient Transports (Interfacility)	Monthly, Quarterly and Annually	Monthly, Quarterly and Annually	Annually	N/A
Total STAR Flight EMS Missions	Monthly, Quarterly and Annually	Monthly, Quarterly and Annually	Annually	Travis County: 400
Total STAR Flight EMS Mission Cancellations	Monthly, Quarterly and Annually	Monthly, Quarterly and Annually	Annually	Travis County: 225
Total EMS Flight Time with No Patient Transports (in hours)	Monthly, Quarterly and Annually	Monthly, Quarterly and Annually	Annually	N/A
Total STAR Flight Search and Rescue Missions	Monthly, Quarterly and Annually	Annually	Annually	Service Area: 125
Total STAR Flight Fire Missions	Monthly, Quarterly and Annually	Annually	Annually	Service Area: 25
Total STAR Flight Law Enforcement Missions	Monthly, Quarterly and Annually	Annually (note calls inside City of Austin)	Annually	Service Area: 100
Total Number of Public Relations Missions	Annually	Annually	Annually	N/A
Number of hours that primary aircraft is unavailable after a two hour grace period	Monthly, Quarterly and Annually	N/A	N/A	0 hours
Total Flights Missed Due to Mechanical Failure	Monthly, Quarterly and Annually	N/A	N/A	Service Area: 15
Total Flights Missed Due to Weather	Monthly, Quarterly and Annually	N/A	N/A	N/A



**EXHIBIT D**  
**FY 2006 *STAR Flight* Performance Reports**

Total Net Costs of Flights (total Costs minus total revenue) - formula to be finalized by County EMS Manager and EMS Director	Annually	Annually	Annually	TBD by County EMS Manager and EMS Director
Direct Operating Cost of EMS <i>STAR Flight</i> Flights with No Transport- formula to be finalized by County EMS Manager and EMS Director	Monthly, Quarterly and Annually	Monthly (for in Travis County vs. Outside Travis County)	Annually	N/A
Percentage of Monthly Payments of <i>STAR Flight</i> Fees by County to City Within 30 Business Days of Receipt of Complete Invoice	Monthly, Quarterly and Annually	N/A	N/A	100%
Average Number of Calendar Days of Issuance of <i>STAR Flight</i> Patient Bill from Date of Service	Monthly, Quarterly and Annually	N/A	N/A	14 days
Percentage of Monthly Payments of <i>STAR Flight</i> Patient Revenue Made by City to County by 30 <sup>th</sup> Calendar Day of Following Month	Monthly, Quarterly and Annually	N/A	N/A	100%

**Report Narrative**

Charts and graphics may be used to streamline performance measure data reporting.

The quarterly and annual reports will include narrative sections on the following topics:

- 1) Summary of Public Missions (Fire, Law Enforcement, Search and Rescue) performed and reviews of incidents that meet the review threshold defined by the Inter-Agency Incident Management System Committee
- 2) Summary of training issues (rescue, aviation, clinical) covered in the previous 12 months. SF monthly meeting minutes are available.
- 3) Other issues of note as they arise such as performance trends, future issues, marketing efforts and potential business opportunities

**EXHIBIT D**  
**FY 2006 *STAR Flight* Performance Reports**

<b><i>STAR Flight</i> Billing Assessments Report</b>	<b>Billing Assessments Report by Patient ID # for <i>STAR Flight</i> patients</b>	<b>Monthly</b>
<b><i>STAR Flight</i> Accounts Receivable/Aging Report</b>	<b>Accounts Receivable/Aging Report by Patient ID # for <i>STAR Flight</i> patients</b>	<b>Monthly</b>
<b><i>STAR Flight</i> Collection/Payor Type Report</b>	<b>Collection Report by Patient ID # and by Payor Type - for <i>STAR Flight</i> patients</b>	<b>Monthly</b>
<b><i>STAR Flight</i> Expenditure and Budget Projection Report</b>	<b>Expenditures by line item for all <i>STAR Flight</i> expenditures budgeted by City of Austin, with projections of year-end total expenditures and projections of major cost changes for subsequent budget year</b>	<b>Quarterly</b>
<b>Inventory of County <i>STAR Flight</i> Property</b>	<b>Inventory Report of <i>STAR Flight</i> items purchased by ATCEMS on behalf of County and vehicles purchased by County in use by ATCEMS – due to County by May 15</b>	<b>Annually (by May 15)</b>
<b><i>STAR Flight</i> Vehicle Maintenance Costs per Mile (for County-owned <i>STAR Flight</i> vehicles maintained by City)</b>	<b><i>STAR Flight</i> Vehicle Maintenance Report - will be provided as backup to annual true-up of costs paid by County for ground services</b>	<b>Annually</b>
<b>Maintenance detail per County-owned <i>STAR Flight</i> vehicle maintained by City</b>	<b>Report of all City maintenance performed on each County-owned <i>STAR Flight</i> vehicle</b>	<b>Annually</b>

## **EXHIBIT G**

### **FY 2006 *STAR Flight* Division of Management**

There are two aspects to the management of the *STAR Flight* program. One relates primarily to the general management of the program. The other relates to aviation and includes specific legal requirements applicable to aviation. Although decisions related to one aspect can significantly impact the other aspect, both aspects are critical to the successful management and operation of the *STAR Flight* program. Because of the applicable laws related to aviation, the general management of the program cannot override decisions based on the laws applicable to aviation.

The Director of Aviation Operations and, in his absence, his designee has the authority to make decisions related to aviation responsibilities of the *STAR Flight* program as stated below. The *STAR Flight* Program Manager and, in his absence, his designee have the authority to make decisions related to general management (non-aviation) responsibilities of the *STAR Flight* program under the supervision of the County EMS Manager. The following points outline the general distinctions between aviation versus the non-aviation responsibilities of these managers:

#### **Aviation Responsibilities**

Aviation responsibilities of the *STAR Flight* program include the following:

- A. **FAA Regulations and *STAR Flight* Operating Documents**
  - 1) Interpretation of and compliance with Federal Aviation Administration (FAA) regulations, including the preparation of all required reports and application of the FAA regulations to daily operations
  - 2) Updating and adhering to the Travis County Operations Manual
  - 3) Updating and adhering to the *STAR Flight* Policy and Procedures Manual
  - 4) Updating and adhering to the *STAR Flight* Rescue Guidelines
- B. **Aviation Safety Program** Aviation and medical crew will comply with the established safety practice procedures as set forth in the documents listed in A. above.
- C. **Aircraft-** Airworthiness of the aircraft, aviation equipment issues (VFR/IFR) instrumentation, maintenance needs
- D. **Aviation Equipment-** Selection, maintenance and replacement of aviation equipment including flight suits, flight helmets, specialized tools and safety equipment
- E. **Qualifications, Selection and Performance of Pilot and Aircraft Mechanic Positions-** Includes the job descriptions, training and experience required, the selection of new aviation staff, the evaluation and discipline of aviation staff, the training of aviation staff, both initial training and recurrent training throughout the term of employment, and maintenance of aviation certifications.

## **EXHIBIT G**

### **FY 2006 *STAR Flight* Division of Management**

- F. Management Vacancies- Vacancies for the *STAR Flight* Program Manager will be filled by a joint City of Austin/Travis County interview team as designated by the County EMS Manager and the EMS Director.
- G. Aviation Drug and Alcohol Program- Administered per Federal Aviation Administration (FAA) guidelines for direct aviation staff (pilots, mechanics, flight nurses and flight medics).
- H. Aviation Liaison Functions - Aviation liaison between aircraft manufacturers and vendors. Point of contact with aviation regulatory agencies. The Program Manager and Aviation management team should be jointly involved in any substantial financial and business decisions.
- I. Evaluation of New Types of Missions- Includes the evaluation of the viability of a new program to undertake a specific type of mission based on capability of the aircraft, required crew and equipment and any other aviation related factors.

#### **Non-Aviation Responsibilities**

Non-Aviation responsibilities of the *STAR Flight* program include the following:

- A. Program Management Liaison Includes maintaining communications about management of daily operations with hospitals, other Emergency Medical Systems, Regional Advisory Councils, law enforcement, and fire departments, under the supervision of the County EMS Manager.
- B. Texas Department of State Health Services Regulations and *STAR Flight* Operating Documents
  - 1) Interpretation of and compliance with Texas Department of State Health Services regulations
  - 2) Updating and adhering to the *STAR Flight* Policy and Procedures Manual
  - 3) Updating and adhering to the *STAR Flight* Rescue Guidelines
- C. Budget Includes preparation of the draft *STAR Flight* budgets for the City and County and management of the approved budgets to ensure spending complies with the approved budgets.
- D. Performance Evaluations- Includes evaluation of the Director of Aviation Operations, city employees and the effectiveness of the program at achieving its goals, objectives and missions.

**EXHIBIT G**  
**FY 2006 *STAR Flight* Division of Management**

- E. Management Vacancies- Management vacancies for Director of Aviation Operations, Chief Pilot and Chief Mechanic will be filled by a joint City of Austin/Travis County interview team as defined by the County EMS Manager and the EMS Director.
- F. Drug and Alcohol Program- Includes testing, training, and enforcement of prohibition from performing any duties while under the influence of drugs or alcohol for the flight medics and flight nurses.
- G. Administrative approval of flights- Administrative approval of flights will be handled in compliance with the protocols approved by Commissioners Court and with the Flight Dispatch Matrix in Exhibit E.
- H. Creation of New Programs/Services or Service Area Expansion- Includes the administrative decision to pursue new programs, services or service area expansion. These must have approval by Director of Aviation Operations or his/her designee prior to final approval by Commissioners Court.